

my:jeevika Personal Accident Micro Insurance
Policy Wording

I. Preamble

The Insured named in the Schedule has, by a Proposal and declaration which shall be the basis of the contract and shall be deemed to be incorporated herein, applied to L & T General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth.

The Company hereby agrees, subject to the definitions, terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured/Insured Person to the extent and in the manner specified under various sections of this Policy, due to operation of any of the insured perils during the Policy period as herein after mentioned.

II. Definitions

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule hereto shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

1. **"Accident"**- means a sudden, unforeseen, and unexpected physical event caused by external, violent and visible means.
2. **"Capital Sum Insured"** means the maximum amount of Accident Benefit to which an Insured/Insured Person is eligible including any earned Cumulative Bonus, as specified in the Schedule.
3. **"Dependent Child"** A dependent child refers to a child (natural or legally adopted), who is financially dependent on the primary insured or proposer, does not have his / her independent sources of income, is unmarried and maximum up to 18 years of age.
4. **"Family"** means the Insured, his/her lawful spouse, dependant children, dependant parents and /or blood relative i.e. dependant brother or sister subject to the maximum ages as specified in the Policy.
5. **"Injury"**- means bodily Injury caused solely and directly by accident during the Policy period.
6. **"Insured/Insured Person"** means the person(s) named in the Schedule to this Policy, having a place of residence in India, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
7. **"Loss of Limbs"** means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.
8. **"Period of Insurance"** means the duration of this policy as shown in the Schedule.
9. **Permanent Total Disablement** means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
10. **"Physical Separation"** means separation at or above the wrist and/or of the foot at or above the ankle respectively.
11. **"Policy"** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.

12. **“Schedule”** means the Schedule attached to and forming part of this Policy containing details including that of Insured/Insured Persons, Capital Sum Insured, the Period of Insurance and the limits of Benefits under the Policy.
13. **“Standard Type of Aircraft”** means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
14. **“Table of Benefits”** means the Table of Benefits specified under Accident Benefits section of this Policy.

III. Scope of Cover

(A) Accident Benefit

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon,

i) If during the **Period of Insurance** the Insured/Insured Person shall sustain bodily injury by reason of an accident due to external, visible and violent means anywhere in the world

And

ii) within 12 months of the accident, such bodily injury solely and directly results in Death or Disablement of the nature specified below **Then**

iii) the Company shall pay the corresponding Benefit indicated in the Table below together with any Cumulative Bonus and Additional Benefits **as may be applicable:-**

Table of Benefits	Percentage of Capital Sum Insured Payable
1. Accidental Death	100%
2. Permanent Total Disability	
i) Loss of sight of both eyes	100%
ii) Loss of, by physical separation of two entire hands or two entire feet	100%
iii) Loss of one entire hand and one entire foot	100%
iv) Loss of sight of one eye and such loss of one entire hand or one entire foot	100%
v) Complete loss of hearing of both ears and complete loss of speech	100%
vi) Complete loss of hearing of both ears and loss of one limb/loss of sight of one eye	100%
vii) Complete loss of speech and loss of one limb/loss of sight of one eye	100%
For the purpose of items 2 above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever	100%

Cumulative Bonus: The Sum Insured under the basic cover of the Policy shall be progressively increased by 5% in respect of each claim free year of insurance subject to a maximum accumulation of 50% up to 10 claim free years of insurance, which shall be the Cumulative Bonus.

Earned cumulative bonus will be maintained during renewal if the policy is renewed within 30 days from date of expiry.

(B). Additional inbuilt Covers

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon, in the event of a Claim for Accident Benefit (I) above being admitted, the Company shall pay the Additional Benefits specified hereunder in the following circumstances:-

A. Transportation In the event of death of Insured Person outside his/her Home, reimbursement of transportation cost for carriage of dead body to Home including funeral/cremation charges is payable.	Rs.500 or actual expenses whichever is lower
B. Ambulance Charges Reimbursement of Ambulance charges for transportation of Insured person to Hospital following Accident	Maximum up to Rs. 250/- per insured person any one accident or actual expenses whichever is lower.
D. Education Fund In the event of Accidental Death or Permanent Total Disablement of Insured/Insured Person Education Fund for dependent children as below a) If one child up to the age of 23 yrs. b) If more than one child up to the age of 23 yrs.	 -Rs. 2500/- -Rs. 5000/- in respect of all children

IV. General Exclusions

This Policy does not provide benefits for any Accidental Death, disability, expenses or loss incurred as a result of any Injury attributable directly or indirectly to the following:

1. Any existing disability existing prior to the inception of the first policy with us.
2. Compensation under more than one of the Covers under 1 to 3 of Table of Benefit in respect of the same period of disablement and/or during the same policy period.
3. Any other payment, after a claim under one of the Covers under 1, 2 or 3 of Table of Benefits has been admitted and become payable other than for payments under (B) Additional inbuilt covers mentioned under Scope of Cover in Section A & B.
4. Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed Capital Sum Insured. This would not apply to payments made under (B) Additional inbuilt covers under Scope of Cover in Section II (B).
5. Death or disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
6. Loss due to disease/infection or as a result of any curative treatments or interventions that you carry out or have carried out on your body, except where such condition arises directly as a consequence of an accident during the policy period.

7. Directly or indirectly caused by venereal disease, sexually transmitted diseases, AIDS or insanity.
8. Accidental Death or Disability as a result of, or which is contributed to by, the Insured Person suffering from any pre-existing condition or pre-existing physical or mental defect, infirmity or congenital anomaly.
9. Death or disability caused by radiation, infection, poisoning except where these arise from an accident.
10. Any injury arising or resulting from the Insured or any of his family members committing any breach of law with criminal intent.
11. Death or disability or Injury due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions.
12. In the event the insured person is a victim of culpable homicide, i.e. where the insured dies due to act committed against him, which act is committed with the intention of causing death or with the intention of causing bodily injury as is likely to cause death, or with the knowledge that such act is likely to cause death.
13. Death or disability due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
 - i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
 - ii. nuclear weapons material.
14. Death/Disablement/Hospitalization resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
15. While the Insured/Insured Person in participating or training for any sport as a professional, operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines ;or serving in any branch of the Military or Armed Forces of any country, whether in peace or War.
16. Death or Disability arising or resulting from an "Act of Trespassing" by the Insured/Insured Person on any public/private property.
17. Any claim in respect of the Insured / Insured Person from:
 - i. intentional self-injury, suicide or attempted suicide (whether sane or insane)
 - ii. abuse of intoxicants or hallucinogens including influence of drug and alcohol
 - iii. driving any vehicle without a valid driving licence
 - iv. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - v. whilst engaging as a driver, co-driver or passenger of a vehicle engaging in speed contest or racing of any kind (other than on foot) or participating in a trail run.
 - vi. engaging in bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports. Any consequential loss or damage cost or expense of whatsoever nature.

If the Company alleges that by reason of the exclusions above, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

V. Claim Procedure

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured/Insured Person shall undertake the following:

The claim same has to be intimated to the company's Call centre <<Toll Free No>> or in writing at the nearest offices immediately upon the happening of an event or as early as reasonably possible but not later than 30 days from the date loss.

The following information should be furnished by the Insured/Insured Person while intimating a claim:

1. Insured's contact numbers,
2. Policy Number,
3. Location, Date and Time of Loss,
4. Nature and cause of loss,
5. Whether Police authorities has been informed
6. Estimate of loss

I) For Accident Benefit:

In case of accidental death, written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.

Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the Insured/Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of accidental death, to make a post-mortem examination of the body of the Insured/Insured Person.

The following is the list of primary documents required and the Company reserves its right to call for any further documentation to prove the validity of the claims made under the various Benefits:

II) Fatal Claims:

- Claim Form duly filled in and signed.
- Death certificate.
- Copy of post Mortem report.(if carried out)
- F.I.R, Police Panchanama / Final Investigation report (in case of accident outside residence)
- Copy of treatment papers, if any

III) Permanent Disablement Claims:

- Claim Form duly filled in and signed.
- Copy of treatment papers, if any
- Disability Certificate.
- FIR, Police Panchanama (in case of accident outside residence)

IV) Ambulance

- Bills/Receipts from a registered Ambulance Service Provider

V) Education Grant:

- Proof of number of dependent children viz. Ration card
- Age proof of the dependent children

The above list is only indicative. The Company may call for additional documents/ information and/or carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. Cost of such verification shall be borne by the Company.

Completed claim forms and written evidence of loss must be furnished to the Company within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured can satisfy the Company that it was not reasonably possible for the Insured to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

Claim Settlement

The Company shall within a period of 30 days on receipt of final completed set of documents/investigation reports (if applicable) offer settlement of the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the receipt of the final completed set of documents/investigation reports (if applicable), in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

VI. General Conditions

1. Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

Material information to be disclosed includes every matter that the Insured/Insured Person knows, or could reasonably be expected to know, which is relevant to the Company's decision to accept the risk of insurance and if so on what terms. This also includes facts which are not subject to questions in the proposal. The Insured must exercise the same duty to disclose those matters to the Company in writing before the renewal, extension, variation, endorsement or reinstatement of the Contract which may lead to adjustment in the scope of cover and/or premium, if necessary, accordingly.

2. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured / Insured Person shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard against any Accident or other circumstances that may give rise to a claim under this Policy.

4. Alteration of Risk

All coverage under this policy shall cease if any alteration be made whereby the risk of injury is increased unless such alteration be agreed by the Company in writing.

- a) The Insured/Insured Person shall give immediate notice to the Company of any change in business or occupation. Intimation is not required where only the employer changes but not the nature of occupation.
- b) The Insured shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which the Insured/Insured Persons may have become affected since the payment of last preceding premium.

5. Notice of charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured /Insured Person, his/her nominees or legal representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

6. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

7. Electronic Transactions

The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. Sales through such electronic transactions shall ensure that all conditions of section 41 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/ confirmed by the Insured/Insured Person.

8. Position after a claim

For Accidental Death or Permanent Total Disablement (Benefit (1) to Benefit (3) of Table of Benefits) claim, the Insured Person(s) in respect of whom such claim is admitted, shall stand deleted from the Policy with effect from the date of accident.

9. Fraudulent

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured/Insured Person or any one acting on his / her behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons. All sums paid under this Policy shall be repaid to the Company by all Insured Persons who shall be jointly liable for such repayment.

- 10.** If a claim is rejected or partially settled and is not the subject of any pending suit or other proceeding or arbitration, as the case may be, within twelve months from the date of such rejection or settlement, the claim shall be deemed to have been abandoned and liability of the Company extinguished and shall not be recoverable thereafter.

11. Law and Jurisdiction

The geographical scope of this policy will be worldwide; however the claims shall be settled in India in Indian rupees. The provisions of this Policy shall be governed by the laws of India for the time being in force and subject to the exclusive jurisdiction of Courts in India.

12. Cancellation / Termination

The Company may at any time, cancel this Policy, on grounds of misrepresentation, fraud non disclosure of material fact or non co-operation of the insured, by giving 15 days notice in writing by Registered Post Acknowledgment Due to the Insured/Insured Person at his/their last known address in which case the Company shall not be liable to repay the premium for the unexpired term. The Insured/Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

<u>Period of Cover up to</u>	<u>Refund of Annual Premium rate (%)</u>
1 Month	75%
3 Month	50%
6 Month	25%
Exceeding Six Months up to 365 days	NIL

However, in case of a valid claim having being paid or reported under this Policy, there would be no refund of premium. Minimum premium of Rs 10 will be retained by the company.

13. Renewal

The Company shall not be bound to give notice that renewal is due. Renewal of the Policy shall be by mutual consent. If the Insured desires renewal he/she shall apply to the Company prior to expiry of the Period of Insurance and pay the necessary premium. The Insured/Insured Person shall disclose to the Company in writing of any material change in circumstances at the time of seeking renewal of this Policy, irrespective of any claim arising or made and upon such disclosure the Company shall be entitled to modify or vary the terms of insurance and/or premium, if necessary, accordingly. Failure to comply with this Condition would render any renewal voidable at the option of the Company. Renewals will be deemed to be continuous if renewed within 30 days from expiry of previous policy.

There will be no exit age on the Policy. Renewals will not be denied except on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the insured.

The Company reserves its rights to vary the premium from time to time subject to approval of IRDA

14. Continuity

Where the product is offered to the customers of a specific institution, with which the insurer has a tie up, continuity of benefits will be provided under the same or similar policies available with the Insurer during such period in the event that such tie-up has been discontinued.

15. Notice

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company. In case the Policy is sold via voice log the notice to the Company may be placed via same mode.

16. Grievance Redressal Procedure

For any grievance related to Delay in settlement or against decision on any claim, Premium, Non-issue or Interpretation of Policy terms, or such other grievances the Insured/Insured Person may write to:

The Grievance Officer

L&T General Insurance Company Limited

601-602, 6th Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to The Grievance Officer at <<abc@ltinsurance.com>>

In case the Insured/Insured Person is not satisfied with the decision of the above office, or have not received any response within 10 days, the Insured/Insured Person may contact the following official for resolution:

Head-Customer Services

601-602, 6th Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to Head-Customer Services at <<abc@ltinsurance.com>>

In case the Insured/Insured Person is not satisfied with the decision/resolution the Insured/Insured Person may the Insured/Insured person may be entitled to approach the Insurance Ombudsman.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

The details of the Insurance Ombudsmen and their jurisdiction are as listed below

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	AHMEDABAD 2nd Floor, Ambica House, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
States of Madhya Pradesh and Chattisgarh.	BHOPAL 1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 0755 - 2769200, Fax: 0755-2578103 Email: insombmp@satyam.net.in
State of Orissa.	BHUBANESWAR 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email: susantamishra@yahoo.com, ioobbsr@vsnl.net
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	CHANDIGARH S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 0172- 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	CHENNAI Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email: insombud@md4.vsnl.net.in
States of Delhi and Rajasthan.	DELHI 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002

	Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	HYDERABAD 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	KOCHI 2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	KOLKATTA North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
States of Uttar Pradesh and Uttaranchal.	LUCKNOW Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
States of Maharashtra and Goa.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Address and contact number of Governing Body of Insurance Council	Secretary General Governing Body of Insurance Council 5 th Floor, Royal Insurance Building, 14 Jamsedji Tata Road, Churchgate, Mumbai 400020 022-22817515 Email: inscoun@vsnl.net

17. IRDA Regulations: This Policy is subject to Regulations of IRDA (Protection Of Policyholder's Interest) Regulations, 2002 as amended from time to time.